



August 27, 2026

NOTICE OF AWARD

Subject: ITB No. : 2026-07-088
Project Title : Improvement of Fence (Additional 4 Layers of CHB)
and Installation of 2 Layers Barbed Wire

Attention: **MS. ELVIE S. CALOPE**
President and CEO
EEC Coating, Waterproofing and General Services, Inc.

Dear **Ms. Calope**:

This is to advise EEC Coating, Waterproofing and General Services, Inc. on the acceptance of its bid to undertake the aforementioned project in the amount of **Four Million Two Hundred Seventy-Five Thousand Pesos (Php4,275,000.00)**, in accordance with our Invitation to Bid dated July 27, 2026.

Contract Duration : Within ninety (90) calendar days upon receipt of Notice to Proceed (NTP)

Please be advised that the performance security shall be submitted to the Company within ten (10) days from receipt of Notice of Award.

Kindly signify your agreement by signing on the space provided for below and return the other copies to us.

Very truly yours,

FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO

CONFORME:

(Signature over Printed Name)

(Date)



September 18, 2026

MS. ELVIE S. CALOPE

President and CEO

EEC Coating, Waterproofing and General Services, Inc.

Blk 3 Lot 7 Phase 2A-1 Rizal Technopark Highway 2000

Brgy. San Juan, Taytay, Rizal

NOTICE TO PROCEED

This is to advise you that your offer for **Improvement of Fence (Additional 4 Layers of CHB) and Installation of 2 Layers Barbed Wire** with ITB No. 2026-07-088 amounting to **Four Million Two Hundred Seventy-Five Thousand Pesos (Php4,275,000.00)**, has been accepted by the Company.

You are hereby directed to proceed with the services within ninety (90) calendar days upon receipt of this notice.

The contract agreement to this effect shall be transmitted.

Very truly yours,

FRANZ JOSEF GEORGE E. ALVAREZ

President and CEO

Conforme:

Authorized Representative

Date



Main Office:
PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City Taguig, Philippines 1634
Industrial Park:
Barangay Batong-Bong, Marikina City, Philippines 1906



Main Office:
[+632] 8789 7662
Industrial Park:
[+632] 8789 7662 and 8789 7663



Main Office:
information@pnoc.com.ph
Industrial Park:
pnocindustrialpark@gmail.com

EXECUTION COPY

FCE No. 091026-2593

CONTRACT FOR IMPROVEMENT OF FENCE (ADDITIONAL 4 LAYERS OF CHB) AND INSTALLATION OF 2 LAYERS BARBED WIRE

KNOW ALL MEN BY THESE PRESENTS:

This Contract made the _____ day of 25 SEP 2026 2026 between:

PHILIPPINE NATIONAL OIL COMPANY (PNOC), a government-owned and controlled corporation duly organized and existing under and by virtue of Presidential Decree No. 334, as amended, with principal business address at PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, **FRANZ JOSEF GEORGE E. ALVAREZ**, and hereinafter referred to as the "**PNOC**";

-and-

EEC COATING, WATERPROOFING AND GENERAL SERVICES INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Blk 3 Lot 7 Phase 2A-1 Rizal Technopark Highway 2000 Brgy. San Juan, Taytay, Rizal, represented herein by its President and CEO, **ELVIE S. CALOPE**, and hereinafter referred to as "**CONTRACTOR**";

WITNESSETH:

WHEREAS, the PNOC invited Bids for certain goods and ancillary services particularly the Improvement of Fence (Additional 4 Layers of CHB) and Installation of 2 Layers of Barbed Wire;

WHEREAS, the CONTRACTOR submitted a responsive bid and was awarded the contract for the procurement in the total amount of **FOUR MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND PESOS (Php4,275,000.00)**, inclusive of Value Added Tax (VAT) if any, and all applicable taxes, hereinafter referred to as the "Contract Price," in accordance with the terms and conditions set forth in this Contract within ninety (90) calendar days upon receipt of Notice to Proceed.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.
2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009, and as applicable, shall form part and be read and construed as integral parts of this Contract, viz:
 - a) Philippine Bidding Documents (PBD);
 - i) Drawings/Plans;
 - ii) Scope of Work;
 - iii) Invitation to Bid;
 - iv) Instruction to Bidders;
 - v) Bid Data Sheet;
 - vi) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents statements submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - vii) Bill of Quantities;
 - viii) General and Special Conditions of Contract;
 - ix) Supplemental Bid Bulletins, if any; and
 - x) Other contract documents that may be required by existing laws and/or the Entity.
 - b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c) Performance Security;
 - d) Notice of Award of Contract; and the Bidder's Conforme thereto; and
 - e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.
3. In consideration of the Contract Price of **FOUR MILLION TWO HUNDRED SEVENTY-FIVE THOUSAND PESOS (Php4,275,000.00)**, or such other sums as may be determined in accordance with the terms of the Contract, the CONTRACTOR agrees to deliver and perform the items and related services for the Repair of Jetty Structures described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The PNOC agrees to pay the above-mentioned sum to the CONTRACTOR in accordance with the schedule and manner provided in the Bidding Documents and its annexes.
5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).
6. Liquidated Damages is at least equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion for every day of delay until actual delivery of performance.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**PHILIPPINE NATIONAL OIL
COMPANY
(PNOC)**

**EEC COATING, WATERPROOFING
AND GENERAL SERVICES, INC.
(CONTRACTOR)**

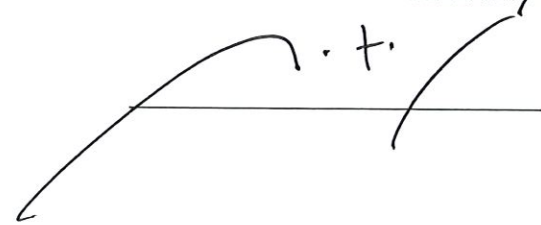
By:

By:


FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO


ELVIE S. CALOPE
President and CEO

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENTREPUBLIC OF THE PHILIPPINES}
TAYTAY, RIZAL, PHILIPPINES S.S.**BEFORE ME**, a Notary Public for and in the above jurisdiction, this **OCT 05 2026**
day of _____, 2026 personally appeared:Name Competent Evidence of Identity Date/Place Issued**PNOC**

by:

FRANZ JOSEF GEORGE E. ALVAREZ Passport No. P0868007C valid until 10 July 2032**EEC COATING, WATERPROOFING AND GENERAL SERVICES, INC.**

by:

ELVIE S. CALOPE Passport No. P04393993 valid until 08 Feb. 2029

ELVIE S. CALOPE

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the corporations represented herein and that they are authorized to sign the same.

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This instrument consisting of four (4) pages, including the page whereon the acknowledgment clause is written, signed by the parties and their instrumental witnesses on each and every page hereof, sealed with my notarial seal, refers to a Contract for Improvement of Fence (Additional 4 Layers of CHB) and Installation of 2 Layers Barbed Wire.

WITNESS MY HAND AND SEAL on the date and at the place first above-written.

Doc. No. 188;
Page No. 38;
Book No. 16;
Series of 2026.

Alvin G. Peñaflor
ATTY. ALVIN G. PEÑAFLOR
NOTARY PUBLIC
FOR ANTIPOLIC CITY, TAYTAY AND CAINTA RURAL
ROLL NO. 55604
ISP LIFETIME NO. 010044, ISSUED ON 5/20/2011, O.R. 385
MCLE COMPLIANCE NO. VIII-0007696
ISSUED ON 4/03/2024 VALID UNTIL 4/04/2028
L.A. NO. 25088813 A, TAYTAY, RIZAL, JAN 5, 2026
NOTARIAL APPOINTMENT NO. 26-10
VALID UNTIL DECEMBER 31, 2027

Special Conditions of Contract

GCC Clause	
1.1	The Intended Completion Date is <i>within ninety (90) calendar days reckoned from the date of receipt of the Notice to Proceed (NTP)</i>
1.2	The Procuring Entity is <i>Philippine National Oil Company, PNOC Bldg. 6, Energy Center, Rizal Drive, BGC, Taguig City</i>
1.3	The Site is located at <i>PNOC Industrial Park, Brgy. Batangas Dos, Mariveles, Bataan</i>
1.4	The Start Date shall be the date of receipt of the Notice to Proceed.
1.5	The Works consist of: 1. Mobilization and Project Preparation 2. Site Survey, Layout and Verification 3. Permit Processing and Safety Requirements 4. Installation of Scaffolding 5. Surface Preparation of Existing Fence Wall 6. Fabrication and Installation of Reinforcing Steel Bars 7. Construction of Reinforced Concrete Columns 8. Construction of CHB Wall Extension 9. Construction of Reinforced Concrete Beams 10. Material Testing 11. Plastering and Finishing Works 12. Installation of GI Pipe 13. Installation of Fence Security Wire 14. Painting 15. Housekeeping and Waste Disposal 16. Demobilization
2.2	<i>For completion of the Works, refer to Specifications/Scope of Works</i>
5.1	The Procuring Entity shall give possession of all parts of the Site to the Contractor <i>at the agreed start date.</i>
6.5	The Contractor shall employ the following Key Personnel: Project Manager – Bryan P. Ambrosio Safety Officer 3 – Cirilo B. Lleve Jr. Foreman – Armelo A. Topacio Mason – Reymond Torogon Steelman – Alexander Paul G. Doro Labor – John Carlo G. Tapiz
7.1	No further instructions.

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8.1	The amount of the advance payment is <i>Six Hundred Forty-One Thousand Two Hundred Fifty Pesos (Php641,250.00)</i> , to be made in lump sum.
9.1	Materials and equipment delivered onsite but not yet incorporated in the Works shall be included for payment.
9.4	All progress payments shall first be charged against the advance payment until the latter has been fully exhausted, at the option of the Procuring Entity. The first progress payment may be paid by the Procuring Entity to the Contractor; Provided, that at least <i>twenty percent (20%)</i> of the Works has been accomplished as certified by the Procuring Entity.
12.7	No further instructions.
13.1	Please refer to the Terms of Reference for the site investigation reports.
15.3	No further instructions.
15.5	<i>Warranty on materials supplied and workmanship shall be one (1) year reckoned from the date of final turn-over and acceptance of PNOC.</i>
19.2	The Arbitrator is the person appointed jointly by the Procuring Entity and the Contractor: <i>[Insert name]</i> <i>[Insert address]</i>
20	No additional provision.
25(a)	No further instructions.
27.2	<i>Violations which will warrant suspension which may include, but is not limited to the following violations:</i> a) Failure of the Contractor, due solely to its fault or negligence, to mobilize and start work or performance within the specified period in the Notice to Proceed ("NTP"); b) Failure by the Contractor to fully and faithfully comply with its contractual obligations without valid cause, or failure by the Contractor to comply with any written lawful instruction of the Procuring Entity or its representative(s) pursuant to the implementation of the contract. For the procurement of infrastructure projects or consultancy contracts, lawful instructions include but are not limited to the following:





	i) Employment of competent technical personnel, competent engineers and/or work supervisors; ii) Provision of warning signs and barricades in accordance with approved plans and specifications and contract provisions; iii) Stockpiling in proper places of all materials and removal from the project site of waste and excess materials, including broken pavement and excavated debris in accordance with approved plans and specifications and contract provisions; iv) Deployment of committed equipment, facilities, support staff and manpower; and v) Renewal of the effectivity dates of the performance security after its expiration during the course of contract implementation. c) Assignment and subcontracting of the contract or any part thereof or substitution of key personnel named in the proposal without prior written approval by the Procuring Entity. d) Poor performance by the Contractor or unsatisfactory quality and/or progress of work arising from its fault or negligence as reflected in the CPES rating sheet. In the absence of the CPES rating sheet, the existing performance monitoring system of the Procuring Entity shall be applied. Any of the following acts by the Contractor shall be construed as poor performance: i) Negative slippage of fifteen (15%) and above within the critical path of the project due entirely to the fault or negligence of the Contractor; and ii) Quality of materials and workmanship not complying with the approved specifications arising from the Contractor's fault or negligence. e) Willful or deliberate abandonment or non-performance of the project or contract by the Contractor resulting to substantial breach thereof without lawful and/or just cause. In addition to the penalty of suspension, the performance security posted by the Contractor shall also be forfeited.]
31.1	No dayworks are applicable to the contract.
33.1	No further instructions.
33.3	The period between Program of Work updates is every 30 days.

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	The amount to be withheld for late submission of an updated Program of Work is <i>1% of the current progress billing that remains withheld until the updated program is officially submitted and approved.</i>
36.3	The Funding Source is the <i>Government of the Philippines.</i>
43.1	The percentage to apply to the value of the work not completed is <i>0.10% of the contract amount.</i>
44.5	<i>Cases when extension of contract time may be granted: Refer to the Terms of Reference.</i>
48.1	"as built" plans must be submitted upon completion of construction works and prior to the issuance of final certificate of completion within the contract period.
48.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>0.1% of the contract amount.</i>

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